

**THIRD AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF PRIMARY  
PUBLIC DEFENDER DUTIES IN AND FOR  
THE COUNTY OF SAN LUIS OBISPO**

This Third Amendment ("Third Amendment") to Agreement For The Performance Of Primary Public Defender Duties In And For The County Of San Luis Obispo ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of San Luis Obispo (hereinafter "County") and MAGUIRE and ASHBAUGH, a general partnership (hereinafter "ATTORNEYS"):

**WITNESSETH**

**WHEREAS**, ATTORNEYS are presently serving as the Public Defender for the County pursuant to the Agreement which was executed on June 22, 2010, and extended through June 30, 2016, as provided for in Section 2 of the Agreement; and

**WHEREAS**, pursuant to Section 9 of the Agreement, ATTORNEYS may request a modification of the amount of compensation payable pursuant to the Agreement when new cases or statutes result in extraordinary expenses or an unforeseen increase in legal responsibilities; and

**WHEREAS**, ATTORNEYS report the number of felony cases represented by ATTORNEYS has increased thirty-five percent (35%) from FY 2010-11 to FY 2012-13, the first three years of the term of the Agreement, and the number of felony cases has remained at an elevated level through FY 2013-14; and

**WHEREAS**, data from the Superior Court and District Attorney show a similar increase in felony case filings, validating the increase reported by ATTORNEYS; and

**WHEREAS**, ATTORNEYS have requested additional resources to keep pace with the workload driven in large part by the increasing number of felony cases requiring representation; and

**WHEREAS**, it is necessary to amend the Agreement with ATTORNEYS in order to increase the resources available to ATTORNEYS.

**NOW, THEREFORE**, the parties do mutually agree as follows:

**A.** Section 7, Personnel, is hereby amended as follows:

a. ATTORNEYS will, for term of this Agreement, have twenty-one (21) attorneys available on a full-time basis for the Superior Court and shall have three (3) full-time paralegals, four (4) full-time investigators, one (1) half-time investigator, and one (1) full-time Social Worker.

**B.** Section 9, Compensation, is hereby amended to add the following paragraph:

In addition to the compensation set forth in the Agreement as amended by the First and Second Amendments to this Agreement, the County shall pay to ATTORNEYS an additional annual amount of \$184,008 ("Additional Compensation"), payable in

monthly increments of \$15,334, commencing July 2014, and continuing through the term of the Agreement. The Additional Compensation is in consideration of the addition of a full-time attorney (\$120,000), a half-time investigator (\$40,000), and support for information technology services (\$24,008). Commencing with Fiscal Year 2015-16, the amount of the Additional Compensation shall be adjusted according to the inflation factor described in Section 9 of the Agreement.

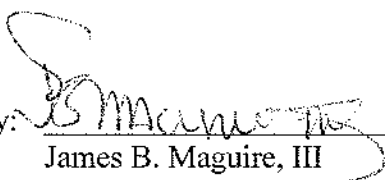
C. Section 9, Compensation is further amended to add the following sentence at the end of the fourth paragraph of Section 9:

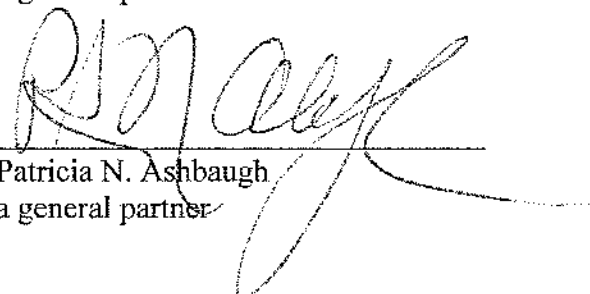
COUNTY may remove or adjust the amount of the Additional Compensation based on the criteria set forth in this Section 9 if documentation in future years shows these funds are no longer justified.

D. All other terms and conditions as set forth in the Agreement, as modified by the First and Second Amendment, shall remain in full force and effect.

ATTORNEYS


MAGUIRE and ASHBAUGH  
Attorneys at Law  
a California general partnership

By:   
James B. Maguire, III  
a general partner

By:   
Patricia N. Ashbaugh  
a general partner

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal  
County Counsel

By:   
Chief Deputy County Counsel

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

Authorized by Board Action:

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST:

County Clerk and Ex-Officio Clerk of the  
Board of Supervisors, County of San Luis  
Obispo, State of California